

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JAWAD A. SHAH, MD, PC,
PRECISION SURGICAL
ASSOCIATES, PC, INTEGRATED
HOSPITAL SPECIALISTS, PC,
SOUTHEAST MICHIGAN SURGICAL
HOSPITAL, LLC d/b/a MICHIGAN
SURGICAL HOSPITAL d/b/a
INSIGHT SURGICAL HOSPITAL,
ALLIANCE ANESTHESIA, PLLC and
INSIGHT ANESTHESIA, PLLC
(As Assignees of Dawn Palmer),

Plaintiff,

Docket No.
Hon.

v.

ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

ADAM P. PONTO (P74332)
ELIA & PONTO, PLLC
Attorneys for Plaintiffs
25800 Northwestern Hwy., Ste. 850
Southfield, Michigan 48075
(248) 595-8579/ Fax: (248) 595-8729
aponto@eliaandponto.com

C. DAVID MILLER II (P38449)
THAMARA E. SORDO-VIEIRA (P81870)
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NOTICE OF REMOVAL OF CAUSE
TO UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF MICHIGAN

To: ADAM P. PONTO (P74332)

1. On October 11, 2022, Plaintiffs commenced this cause of action in the Circuit Court for the County of Wayne, State of Michigan, by filing a Summons and Complaint in which Allstate Fire and Casualty Insurance Company is a named Defendant (**EXHIBIT A – SUMMONS AND COMPLAINT**).

2. Plaintiffs have alleged this cause of action to have arisen out of an event(s) which occurred on and after January 29, 2020, in the County of Genesee, State of Michigan.

3. That this action is a suit at common law of a civil nature and the amount involved, exclusive of interest and costs, upon information and belief, based upon the allegations regarding injuries sustained by Plaintiffs' Assignor, Dawn Palmer, in their Complaint. Upon good faith, Defendant believes Plaintiffs will be seeking damages in excess of \$75,000.00. Plaintiff's Exhibit 1 to the Complaint alleges \$184,488.89 in unpaid no-fault benefits (**Exhibit A – Attachment 1**).

4. Plaintiff claims No-Fault benefits are due and owing, according to the Complaint, from January 29, 2020 to present.

5. Defendant, Allstate Fire and Casualty Insurance Company, shows this Honorable Court that this action involves a controversy between citizens of different states, in that:

- (A) Plaintiff, Jawad A. Shah, MD, PC, is a medical provider and a Michigan corporation, licensed to conduct business under the laws of the State of Michigan, and have its principal place of business in the City of Flint, County of Genesee and State of Michigan. (See **Exhibit A – Plaintiff’s Complaint, ¶1**).
- (B) Plaintiff, PRECISION SURGICAL ASSOCIATES, P.C., is a medical provider and a Michigan corporation, licensed to conduct business under the laws of the State of Michigan, and have its principal place of business in the City of Flint, County of Genesee and State of Michigan. (See **Exhibit A – Plaintiff’s Complaint, ¶1**).
- (C) Plaintiff, INTEGRATED HOSPITAL SPECIALISTS, P.C. is a medical provider and a Michigan corporation, licensed to conduct business under the laws of the State of Michigan, and have its principal place of business in the City of Flint,

County of Genesee and State of Michigan. (See **Exhibit A – Plaintiff’s Complaint, ¶1**).

(D) Plaintiff, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, is a medical provider and a Michigan corporation, licensed to conduct business under the laws of the State of Michigan, and have its principal place of business in the City of Flint, County of Genesee and State of Michigan. (See **Exhibit A – Plaintiff’s Complaint, ¶1**).

(E) Plaintiff, ALLIANCE ANESTHESIA, PLLC, is a medical provider and a Michigan corporation, licensed to conduct business under the laws of the State of Michigan, and have its principal place of business in the City of Flint, County of Genesee and State of Michigan. (See **Exhibit A – Plaintiff’s Complaint, ¶1**).

(F) Plaintiff, INSIGHT ANESTHESIA, PLLC, is a medical provider and a Michigan corporation, licensed to conduct business under the laws of the State of Michigan, and have its principal place of business in the City of Flint, County of

Genesee and State of Michigan. (See **Exhibit A – Plaintiff’s Complaint, ¶1**).

(G) Defendant, Allstate Fire and Casualty Insurance Company, is a resident of the State of Illinois by virtue of being incorporated under the laws of the State of Illinois (See **Exhibit A – Plaintiff’s Complaint, ¶2**) and having its principal place of business in Illinois. Defendant is not a citizen of the State of Michigan.

6. This Notice of Removal is hereby filed with this Court, within thirty (30) days after receipt by Defendant of a copy of the initial pleading setting forth a claim for relief upon which this action is based, as required by 28 U.S.C. §1446(b), a copy of that pleading having been received by Defendant on November 15, 2022. (**Exhibit B – CT Corporation Service of Process Notification**).

8. Written notice of filing this removal has been given to all adverse parties as required by law and a copy of the Notice of Removal has been filed with the Clerk of the Court for the County of Wayne, State of Michigan.

9. Attached is a copy of all process and pleadings served upon Defendant Allstate in this case. **(Exhibit A - copy of Complaint with Summons)**.

WHEREFORE, Defendant herein, respectfully requests that this Honorable Court enter its Order for removing this cause from the Circuit Court for the County of Wayne, State of Michigan, to the United States District Court, Eastern District of Michigan.

Respectfully submitted:

GARAN LUCOW MILLER, P.C.

/s/ THAMARA E. SORDO-VIEIRA
C. DAVID MILLER II (P38449)
THAMARA E. SORDO-VIEIRA (P81870)
Attorneys for Defendant
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Detroit, MI 48207-2641
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cmiller@garanlucow.com
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Dated: December 12, 2022

5592573.1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JAWAD A. SHAH, MD, PC,
PRECISION SURGICAL
ASSOCIATES, PC, INTEGRATED
HOSPITAL SPECIALISTS, PC,
SOUTHEAST MICHIGAN SURGICAL
HOSPITAL, LLC d/b/a MICHIGAN
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AFFIDAVIT

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

THAMARA E. SORDO-VIEIRA, being first duly sworn, deposes and says, that she is associated with the law firm of GARAN LUCOW MILLER, P.C. and that she has been charged with the defense and representation of the defendant herein; that in such capacity she has prepared the foregoing Notice for Removal of Cause to the United States District Court, Eastern District of Michigan, that the matters set forth in said Notice are true except as to those matters stated herein to be upon her information and belief as to which matters she is informed and believes same to be true.

Further deponent sayeth not.

/s/ Thamara E. Sordo-Vieira
THAMARA E. SORDO-VIEIRA (P81870)

Subscribed and sworn to before me
on this 12th day of November, 2022

/s/ Gail J. Musialowski
GAIL J. MUSIALOWSKI, Notary Public
County of Macomb, State of Michigan
My Commission Expires: 04/01/2028
Acting in the County of Wayne
5592573.1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JAWAD A. SHAH, MD, PC,
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CERTIFICATE OF SERVICE

GAIL J. MUSIALOWSKI, being first duly sworn, deposes and says that she is employed with the law firm of GARAN LUCOW MILLER, P.C., and that on December 12, 2022, she caused to be served a true copy of NOTICE FOR REMOVAL, AFFIDAVIT and CERTIFICATE OF SERVICE upon the following:

Adam P. Ponto (P74332)
aponto@eliaandponto.com

Assignment Clerk
WAYNE COUNTY CIRCUIT COURT
Coleman A. Young Municipal Center
2 Woodward Avenue
Detroit, Michigan 48226

by electronic filing the foregoing paper with the Clerk of the Wayne County Circuit Court using the e-Filing & Serve system.

/s/ Gail J. Musialowski

5592573.1

EXHIBIT A

Approved, SCAO

Original - Court
1st Copy- Defendant2nd Copy - Plaintiff
3rd Copy -Return**STATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY****SUMMONS****CASE NO.
22-012016-NF
Hon.Kathleen M. McCarthy**

Court address : 2 Woodward Ave., Detroit MI 48226

Court telephone no.: 313-224-5481

Plaintiff's name(s), address(es), and telephone no(s)
Jawad A. Shah, MD, PC et. Al

v

Defendant's name(s), address(es), and telephone no(s).
Allstate Fire and Casualty Insurance Company

Plaintiff's attorney, bar no., address, and telephone no

Adam Paul Ponto 74332
25800 Northwestern Hwy Ste 850
Southfield, MI 48075-8400**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.**Domestic Relations Case**

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ _____ Court,

where it was given case number _____ and assigned to Judge _____.

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party or **take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date
10/11/2022Expiration date*
1/10/2023Court clerk
Carlita McMiller

Cathy M. Garrett- Wayne County Clerk.

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (9/19)

SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JAWAD A. SHAH, MD, PC,
PRECISION SURGICAL
ASSOCIATES, PC, INTEGRATED
HOSPITAL SPECIALISTS, PC,
SOUTHEAST MICHIGAN SURGICAL
HOSPITAL, LLC d/b/a MICHIGAN
SURGICAL HOSPITAL d/b/a
INSIGHT SURGICAL HOSPITAL,
ALLIANCE ANESTHESIA, PLLC AND
INSIGHT ANESTHESIA, PLLC
(As Assignees of Dawn Palmer),

CASE NO. 2022-
HON.

-NF

Plaintiffs,

v.

ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

Defendant.

ADAM P. PONTO (P74332)
ELIA & PONTO, PLLC
Attorneys for Plaintiff
25800 Northwestern Highway, Suite 850
Southfield, MI 48075
(248) 595-8579 / Fax: (248) 595-8729
aponto@eliaandponto.com

Upon information and belief there is no other civil
action between these parties arising out of the same
transaction or occurrence as alleged in this
Complaint, nor has any such action been previously
filed and dismissed or transferred after having been
assigned to a Judge.

/s/ Adam P. Ponto
Adam P. Ponto, Attorney for Plaintiff

22-012016-NF FILED IN MY OFFICE Cathy M. Garrett WAYNE COUNTY CLERK 10/11/2022 8:00 AM Carlita McMiller

COMPLAINT

NOW COMES Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, by and through their attorneys, ELIA & PONTO, PLLC and for their Complaint against Defendant, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, state as follows:

JURISDICTION AND VENUE

1. That Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, are medical providers and Michigan corporations licensed to conduct business under the laws of the State of Michigan, and at all times pertinent herein have their principal place of business in the City of Flint, County of Genesee, State of Michigan, but maintain substantial contact and regularly conduct business in the County of Wayne, State of Michigan.

2. That Defendant, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, is an insurer licensed to conduct business under the laws of the State of Michigan, and upon information and belief at all times pertinent hereto conducts a portion of their business and/or maintains substantial contact on a systematic and continuous basis in the County of Wayne, State of Michigan.

3. Venue is proper pursuant to MCLA 600.1621, and jurisdiction is proper for the reason that the amount in controversy is more than Twenty-Five Thousand (\$25,000.00) Dollars, exclusive of costs and attorneys' fees.

CLAIM FOR OUTSTANDING NO-FAULT BENEFITS

4. At all times pertinent hereto, Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, are in the business of providing medical and related health care services in the State of Michigan.

5. On or about January 29, 2020, DAWN PALMER suffered accidental bodily injuries arising out of a motor vehicle accident entitling her to No-Fault benefits within the meaning of the Michigan No-Fault Act, MCL 500.3101 *et seq.*

6. Upon information and belief, for a specific premium paid, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY did issue an automobile insurance policy (Claim No. 0576687999) providing for the payment of personal injury protection benefits in accordance with the State of Michigan No-Fault Act, for under which DAWN PALMER is entitled coverage.

7. ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY is the No-Fault insurer responsible for paying personal injury protection benefits applicable to the injuries DAWN PALMER sustained in the accident, either by way of contract, a copy of which is in Defendant's possession, or by way of any/all applicable statutes under the Michigan No-Fault Act.

8. Defendant was promptly notified of the accident, the injuries sustained by DAWN PALMER and the need for medical related care and services for said injuries and upon information and belief a claim number (Claim No. 0576687999) was assigned by the Defendant to the insured's claim for personal injury protection benefits.

9. That from January 29, 2020 through June 14, 2022, and possibly in the future, DAWN PALMER received reasonable and necessary medical services and accommodations, from Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, for her care, recovery and rehabilitation for injuries sustained in the aforementioned motor vehicle accident.

10. Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, provided reasonable proof of the fact and amount of the loss and is entitled to reimbursement from Defendant for all reasonable and necessary products, services and accommodations rendered to DAWN PALMER for her care, recovery and rehabilitation arising from injuries sustained in the motor vehicle accident, which may not include services post the date of the complaint.

11. A statement of the services provided by Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL

SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, is attached hereto as **EXHIBIT 1** (and will continue to be supplemented as treatment continues).

12. Despite Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC,'s demand for payment, Defendant has failed or refused to pay such claim within 30 days of receipt and continue to unreasonably refuse and/or unreasonably delay to make payment to Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, in violation of the No-Fault Act.

13. Pursuant to MCL 500.3112 a healthcare provider may make a claim and assert a direct cause of action against an insurer, or under the assigned claims plan under sections 3171 to 3175, to recover overdue benefits payable for charges for products, services, or accommodations provided to an injured person.

14. Pursuant to MCL 600.2041, "every action shall be prosecuted in the name of the real party of interest."

15. That all rights, privileges and remedies to payment for health care services, products or accommodations ("Services") provided by JAWAD A. SHAH, MD, PC,

PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, to DAWN PALMER for which DAWN PALMER is or may be entitled to under MCL 500.3101, *et seq*, the No Fault Act, have been assigned (and will continue to be assigned in the future) to JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, assignment hereto attached as **EXHIBIT 2**.

16. That as a result of said assignment, Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, now bear the burden of pursuit of payment for the health care services, products or accommodations ("Services"), provided by JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, to DAWN PALMER due and owing by Defendant.

17. Satisfaction of the judgment obtained by Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL

SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, will discharge Defendant of its obligation to DAWN PALMER for reasonably necessary medical services JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, provided to DAWN PALMER.

18. JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, as assignees of the injured party are the real parties of interest and as such JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, has the right to prosecute this action against Defendant pursuant to MCL 600.2041.

19. As a direct and proximate cause of Defendant's failure to make payments, Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL

HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, have been damaged.

RELIEF REQUESTED

WHEREFORE, Plaintiffs, JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC and INSIGHT ANESTHESIA, PLLC, respectfully request that the court enter a judgment in the total amount of \$184,488.39 (and any additional amount that continues to accrue if additional medical treatment is rendered), plus interest and overdue payments in the amount of 12% per annum until paid under MCL 500.3142, judgment interest in the amount allowable by law, and attorney fees pursuant to Michigan's No-Fault Act, MCL 500.3148.

Respectfully submitted,
ELIA & PONTO, PLLC

By: /s/ Adam P. Ponto
Adam P. Ponto (P74332)
Attorney for Plaintiffs
25800 Northwestern Hwy., Suite 850
Southfield, MI 48075
(248) 595-8579 / Fax: (248) 595-8729
aponto@eliaandponto.com

Dated: October 10, 2022

EXHIBIT 1

Name:	PALMER, DAWN M
Account No:	89773

717843	3/8/2021	Charges (Pr:KH Fac: MRI)	\$ 3,965.00				\$ -	\$ -
	4/20/2021	ALLSTATE PIP/MEDPAY AUTO		\$ 3,489.20	\$ 475.80	\$ -		
668703	11/16/2020	Charges (Pr:MP Fac: MRI)	\$ 206.00				\$ -	\$ -
	1/4/2021	ALLSTATE PIP/MEDPAY AUTO		\$ 181.28	\$ 24.72	\$ -		
667692	11/16/2020	Charges (Pr:JAS Fac: CLINIC)	\$ 200.00				\$ -	\$ -
	1/28/2021	ALLSTATE PIP/MEDPAY AUTO		\$ 176.00	\$ 24.00	\$ -		
608601	6/26/2020	Charges (Pr:JAS Fac: CLINIC)	\$ 200.00				\$ -	\$ -
	12/29/2020	ALLSTATE PIP/MEDPAY AUTO		\$ 176.00	\$ 24.00	\$ -		
608569	6/2/2020	Charges (Pr:JAS Fac: CLINIC)	\$ 200.00				\$ -	\$ -
	1/4/2021	ALLSTATE PIP/MEDPAY AUTO		\$ 176.00	\$ 24.00	\$ -		
563531	2/4/2020	Charges (Pr:AP Fac: HMCPSA)	\$ 52,861.50				\$ -	\$ 40,504.50
	7/28/2021	ALLSTATE PIP/MEDPAY AUTO		\$ -	\$ -	\$ -		
	4/14/2020	ALLSTATE PIP/MEDPAY AUTO		\$ 12,357.00	\$ -	\$ -		
	4/14/2020	ALLSTATE PIP/MEDPAY AUTO		\$ 16.25	\$ -	\$ -		
	4/15/2020	INTER:INTEREST FROM INSURANCE COMPANY			\$ (16.25)			
563530	2/4/2020	Charges (Pr:SJE Fac: HMC IHS)	\$ 58,735.00				\$ -	\$ 27,784.30
	4/14/2020	ALLSTATE PIP/MEDPAY AUTO		\$ 30,950.70	\$ -	\$ -		
	4/14/2020	ALLSTATE PIP/MEDPAY AUTO		\$ 71.23	\$ -	\$ -		
	4/15/2020	INTER:INTEREST FROM INSURANCE COMPANY			\$ (71.23)			
557586	1/29/2020	Charges (Pr:MNC Fac: HMCPSA)	\$ 900.00				\$ 542.00	\$ -
	4/10/2020	ALLSTATE PIP/MEDPAY AUTO		\$ -	\$ 358.00	\$ -		
	12/1/2021	ePatientStatement Submitted						
557588	1/29/2020	Charges (Pr:AP Fac: HMCPSA)	\$ 38,610.00				\$ -	\$ 29,061.75
	9/3/2021	ALLSTATE PIP/MEDPAY AUTO		\$ -	\$ -	\$ -		
	5/15/2020	ALLSTATE PIP/MEDPAY AUTO		\$ -	\$ -	\$ -		
	4/14/2020	ALLSTATE PIP/MEDPAY AUTO		\$ 9,548.25	\$ -	\$ -		
	4/14/2020	ALLSTATE PIP/MEDPAY AUTO		\$ 12.56	\$ -	\$ -		
	4/15/2020	INTER:INTEREST FROM INSURANCE COMPANY			\$ (12.56)			
557585	1/29/2020	Charges (Pr:JAS Fac: HMC IHS)	\$ 900.00				\$ -	\$ 478.91
	5/15/2020	ALLSTATE PIP/MEDPAY AUTO		\$ -	\$ -	\$ -		
	4/14/2020	ALLSTATE PIP/MEDPAY AUTO		\$ 421.09	\$ -	\$ -		
557587	1/29/2020	Charges (Pr:JAS Fac: HMC IHS)	\$ 42,900.00				\$ -	\$ 13,229.49
	5/15/2020	ALLSTATE PIP/MEDPAY AUTO		\$ -	\$ -	\$ -		
	4/14/2020	ALLSTATE PIP/MEDPAY AUTO		\$ 29,670.51	\$ -	\$ -		
	4/14/2020	ALLSTATE PIP/MEDPAY AUTO		\$ 79.15	\$ -	\$ -		
	4/15/2020	INTER:INTEREST FROM INSURANCE COMPANY			\$ (79.15)			
Total			\$288,413.50	\$101,248.61	\$2,134.50	\$0.00	\$542.00	\$184,488.69

**MICHIGAN MOTOR VEHICLE NO-FAULT INSURANCE LAW
ASSIGNMENT OF RIGHTS FORM**

I, Dawn Palmer, ("Assignor"), hereby assign
(Print Patient's Name)

(Jawad A Shah MD PC, Insight Pain Management, Insight Orthopedic Specialists, Insight Toxicology, Atlantis Diagnostic Laboratories, Precision Anesthesia, Alliance Anesthesia, Sterling Anesthesia, Insight Anesthesia, Insight Radiologists PC, Insight Physical Therapy & Neuro Rehab, Insight Chiropractic, Insight Healing Center, Integrated Hospital Specialists, Precision Surgical Associates, Insight Health & Fitness Center, Insight Wellness Center, Insight Neuropsychology and Behavioral Health, Insight Extended Care, Mid-Michigan Endoscopy Center-Charter Endoscopy Center, Insight Medical Solutions, Associated Surgical Center of Dearborn, Insight Nutritional Services)

("Assignee") all rights, privileges and remedies to payment for health care services, products or accommodations ("Services") provided by Assignee to Assignor to which Assignor is or may be entitled under MCL 500.3101, *et seq*, the No Fault Act. This Assignment is for the right to payment of Assignee's charges, only, and not for the right to payment of any other No Fault insurance benefits.

The Assignment as set forth above is for all services already provided to Assignor by Assignee prior to or at the time of Assignor's execution of this agreement. Specifically, this Assignment does not include an Assignment of any future No Fault benefits.

Assignor hereby certifies that Assignor has incurred charges for services provided by Assignee for which the rights, privileges and remedies for payment are hereby assigned.

Assignor hereby certifies its understanding that while Assignee may, pursuant to this Assignment, pursue payment from a person or entity other than Assignor, this agreement may be revoked by Assignee upon a determination by it, or if a determination is made pursuant to judicial or quasi-judicial proceedings, that Assignor lacks Michigan No Fault ("PIP" or "Personal Injury Protection") coverage or that the services subject to this Assignment are not payable pursuant to any such coverage for any reason under MCL 500.3101, *et seq*, The No Fault Act, any applicable policy of insurance, and/or due to any actions or conduct of Assignor.

As consideration for the Assignment hereby granted, Assignor accepts Assignee's assumption of the burden and/or cost of pursuit of payment from any person or entity from whom payment for the above referenced services is or might be owed under MCL 500.3101, *et seq*, The No Fault Act. This Assignment is not revocable by Assignor so long as Assignee's performance as described in this paragraph is underway.

Assignor understands that should Assignor contract with or retain his/her own counsel to seek his/her own No Fault benefits, that counsel shall have no right to pursue payment of these assigned benefits nor shall counsel be entitled to any payment of an attorney fee from the services provided by Assignee.

Assignor and Assignee agree that in the event any terms or provisions of this agreement are declared invalid or unenforceable by any Court or Federal or State Government Agency having jurisdiction over the subject matter of this agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

Dawn Palmer
(Print Name of Patient or Legal Guardian)

Dawn Palmer
(Signature of Patient or Legal Guardian)

5-18-21
(Date of Signature)

MICHIGAN MOTOR VEHICLE NO-FAULT INSURANCE LAW ASSIGNMENT OF RIGHTS FORM

I, _____, ("Assignor"), hereby assign

(Print Patient's Name)

(Southeast Michigan Surgical Hospital, DBA Michigan Surgical Hospital, DBA Insight Surgical Hospital, Jawad A Shah MD PC, Insight Pain Management, Insight Orthopedic Specialists, Insight Toxicology, Atlantis Diagnostic Laboratories, Precision Anesthesia, Alliance Anesthesia, Sterling Anesthesia, Insight Anesthesia, Insight Radiologists PC, Insight Comprehensive Therapy, Insight Physical Therapy & Neuro Rehab, Insight Neuro-Chiropractic, Insight Healing Center, Integrated Hospital Specialists, Precision Surgical Associates, Insight Health & Fitness Center, Insight Wellness Center, Insight Neuropsychology and Behavioral Health, Insight Extended Care, Mid-Michigan Endoscopy Center-Charter Endoscopy Center, Insight Medical Solutions, Associated Surgical Center of Dearborn, Insight Nutritional Services, Insight Residential Rehabilitation Services, Insight Case Management, Insight DBS and Functional Stroke Recovery Center)

("Assignee") all rights, privileges and remedies to payment for health care services, products or accommodations ("Services") provided by Assignee to Assignor to which Assignor is or may be entitled under MCL 500.3101, *et seq*, the No Fault Act. This Assignment is for the right to payment of Assignee's charges, only, and not for the right to payment of any other No Fault insurance benefits.

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Assignor hereby certifies its understanding that while Assignee may, pursuant to this Assignment, pursue payment from a person or entity other than Assignor, this agreement may be revoked by Assignee upon a determination by it, or if a determination is made pursuant to judicial or quasi-judicial proceedings, that Assignor lacks Michigan No Fault ("PIP" or "Personal Injury Protection") coverage or that the services subject to this Assignment are not payable pursuant to any such coverage for any reason under MCL 500.3101, *et seq*, The No Fault Act, any applicable policy of insurance, and/or due to any actions or conduct of Assignor.

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Dawn Palmer

(Print Name of Patient or Legal Guardian)

Dawn Palmer

(Signature of Patient or Legal Guardian)

10-9-21

(Date of Signature)

EXHIBIT 2

**MICHIGAN MOTOR VEHICLE NO-FAULT INSURANCE LAW
ASSIGNMENT OF RIGHTS FORM**

I, Dawn Palmer, ("Assignor"), hereby assign
(Print Patient's Name)

(Jawad A Shah MD PC, Insight Pain Management, Insight Orthopedic Specialists, Insight Toxicology, Atlantis Diagnostic Laboratories, Precision Anesthesia, Alliance Anesthesia, Sterling Anesthesia, Insight Anesthesia, Insight Radiologists PC, Insight Physical Therapy & Neuro Rehab, Insight Chiropractic, Insight Healing Center, Integrated Hospital Specialists, Precision Surgical Associates, Insight Health & Fitness Center, Insight Wellness Center, Insight Neuropsychology and Behavioral Health, Insight Extended Care, Mid-Michigan Endoscopy Center-Charter Endoscopy Center, Insight Medical Solutions, Associated Surgical Center of Dearborn, Insight Nutritional Services)

("Assignee") all rights, privileges and remedies to payment for health care services, products or accommodations ("Services") provided by Assignee to Assignor to which Assignor is or may be entitled under MCL 500.3101, *et seq*, the No Fault Act. This Assignment is for the right to payment of Assignee's charges, only, and not for the right to payment of any other No Fault insurance benefits.

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Dawn Palmer
(Print Name of Patient or Legal Guardian)

Dawn Palmer
(Signature of Patient or Legal Guardian)

5-18-21
(Date of Signature)

MICHIGAN MOTOR VEHICLE NO-FAULT INSURANCE LAW ASSIGNMENT OF RIGHTS FORM

I, _____, ("Assignor"), hereby assign

(Print Patient's Name)

(Southeast Michigan Surgical Hospital, DBA Michigan Surgical Hospital, DBA Insight Surgical Hospital, Jawad A Shah MD PC, Insight Pain Management, Insight Orthopedic Specialists, Insight Toxicology, Atlantis Diagnostic Laboratories, Precision Anesthesia, Alliance Anesthesia, Sterling Anesthesia, Insight Anesthesia, Insight Radiologists PC, Insight Comprehensive Therapy, Insight Physical Therapy & Neuro Rehab, Insight Neuro-Chiropractic, Insight Healing Center, Integrated Hospital Specialists, Precision Surgical Associates, Insight Health & Fitness Center, Insight Wellness Center, Insight Neuropsychology and Behavioral Health, Insight Extended Care, Mid-Michigan Endoscopy Center-Charter Endoscopy Center, Insight Medical Solutions, Associated Surgical Center of Dearborn, Insight Nutritional Services, Insight Residential Rehabilitation Services, Insight Case Management, Insight DBS and Functional Stroke Recovery Center)

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Dawn Palmer
(Print Name of Patient or Legal Guardian)

Dawn Palmer
(Signature of Patient or Legal Guardian)

10-9-21
(Date of Signature)

EXHIBIT B


Service of Process Transmittal Summary

TO: Debbie Byrnes
 ALLSTATE INSURANCE COMPANY
 27555 EXECUTIVE DR STE 225, METRO DETROIT AUTO
 FARMINGTON HILLS, MI 48331-3589

RE: Process Served in Michigan

FOR: Allstate Fire and Casualty Insurance Company (Domestic State: IL)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: JAWAD A. SHAH, MD, PC, PRECISION SURGICAL ASSOCIATES, PC, INTEGRATED HOSPITAL SPECIALISTS, PC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC d/b/a MICHIGAN SURGICAL HOSPITAL d/b/a INSIGHT SURGICAL HOSPITAL, ALLIANCE ANESTHESIA, PLLC AND INSIGHT ANESTHESIA, PLLC (As Assignees of Dawn Palmer) vs. ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

DOCUMENT(S) SERVED: Letter, Summons, Complaint, Exhibit(s)

COURT/AGENCY: Wayne County, Circuit Court, MI
 Case # 22012016NF

NATURE OF ACTION: Insurance Litigation

PROCESS SERVED ON: The Corporation Company, Plymouth, MI

DATE/METHOD OF SERVICE: By Traceable Mail on 11/15/2022 postmarked on 11/10/2022

JURISDICTION SERVED: Michigan

APPEARANCE OR ANSWER DUE: Within 28 days (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Adam Paul Ponto
 ELIA & PONTO, PLLC
 25800 Northwestern Highway, Suite 850
 Southfield, MI 48075
 (248) 595-8579

ACTION ITEMS: CT has retained the current log, Retain Date: 11/16/2022, Expected Purge Date: 11/21/2022

Image SOP

Email Notification, Debbie Byrnes debbie.byrnes@allstate.com

Email Notification, Lana Duell lana.duell@allstate.com

REGISTERED AGENT CONTACT: The Corporation Company
 40600 Ann Arbor Road E
 Suite 201
 Plymouth, MI 48170
 877-564-7529
 MajorAccountTeam2@wolterskluwer.com



CT Corporation
Service of Process Notification

11/15/2022

CT Log Number 542682156

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.